

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

JANISHA P. PRICE,

Plaintiff,

v.

WASTE MANAGEMENT, INC.,

Defendant.

Case No. 1:13-cv-02535-ELH

DECLARATION OF ROBERT KVIKLYS

I, Robert Kviklys, make the following declaration under penalty of perjury pursuant to 28 U.S.C §1746 and declare that the following is true and correct:

1. I am over the age of 18, am under no legal disability, and make this declaration based upon my personal knowledge.

2. I am employed as Vice President Human Resources Operations for WM Corporate Services, Inc. I submit this Declaration in support of Defendant's Motion to Dismiss.

3. Janisha Price was an employee of Waste Management of Maryland ("WM-MD"). See Exhibit A attached hereto. Her direct supervisor at the time of her termination was Sanita Pinchback, Group Vice President, Human Resources. Ms. Pinchback was an employee of Waste Management of Pennsylvania. No representative of Waste Management, Inc. ("WMI") made employment decisions regarding Ms. Price.

4. Ms. Price's terms and conditions were governed by a Market Area employee handbook applicable to WM-MD employees. WMI was not involved in the promulgation of the employee handbook; WM-MD's standards of conduct; WM-MD's job descriptions; or WM-MD's establishment of performance standards or expectations.

5. During Ms. Price's employment with Waste Management of Maryland, Inc., Human resource professionals in the employ of WM-MD were supervised by the Group Vice President, Human Resources. The Group Vice President, Human Resources was ultimately responsible for employment decisions, including hiring, discipline, and firing, of those human resources professionals employed in her region. WMI had and continues to have no involvement with respect to these employment decisions affecting WM-MD employees, nor has WMI been involved in the establishment of workplace policies at WM-MD.

6. Finally, it is my understanding that Ms. Price contends that Jay Romans was employed by WMI – this is simply not accurate. In fact, Mr. Romans was employed by Waste Management Corporate Services, Inc. – a wholly independent subsidiary of WMI.

DATE: 1/7/14

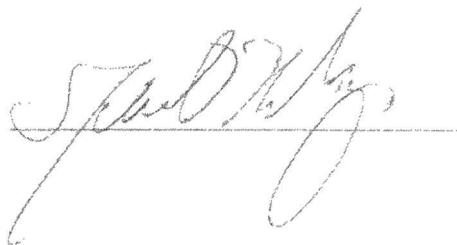
A handwritten signature in black ink, appearing to read "Steve D. Wray".

EXHIBIT A

August 21, 2008

Ms. Janisha Thomas
206 East Chase Street
Baltimore, MD 21202

Dear Janisha,

I am pleased to offer you the position of Sr. Human Resources Manager with Waste Management of Maryland, with an anticipated commencement date To Be Determined. Set forth below are the complete details of our offer as discussed:

1. Base Salary. Your annualized salary will be \$120,000, payable in accordance with the Company's standard payroll practice for exempt employees. Your base salary will be subject to review on an annual basis and may be prorated in any year that you do not work a complete calendar year.

2. Annual Incentive (Bonus) Plan. You will be eligible to participate in our Annual Incentive Plan, with an initial target of 25% of your base salary. Your maximum annual opportunity will be 50%, which is 200% of your individual target. Eligibility, qualification, and calculation of any bonus are governed by the applicable Incentive Compensation Plan and are subject to the approval of the Compensation Committee of the Board of Directors. The bonus, if any, will be paid in the year following the subject bonus year, and will be prorated in the initial hire year to reflect the number of days employed. Employees hired October 1st or later, will not be eligible for bonus in the year of hire (payable the following year). In order to be eligible for a bonus, an employee must be employed on the last day of the year.

3. Other Benefits. Subject to the terms of the applicable Plans, you will also be eligible to participate in the Company's medical, dental, disability, life and vision plans, and the Company's 401k Plan after 90 days of continuous employment. You will be eligible to accrue vacation days in accordance with the Waste Management Vacation Policy. Vacation time will begin to accrue as of your first day of employment. The Company may modify or terminate any of these Plans at any time with or without notice.

4. Non-Compete. As a condition of employment, you will be required to sign a separate non-compete or non-solicitation agreement.

5. **Vehicle Reimbursement.** If your new position requires you to drive substantial business (other than commute) miles, defined as more than 5,000 miles per year, you may be recommended to participate in the WM Vehicle Reimbursement Program. The program, often referred to as a "Fixed and Variable Reimbursement," is administered by Runzheimer International, a leader in providing automobile management services to Fortune 500 companies. Detailed information about the WM Vehicle Allowance Program, including reimbursement rates will be sent to you under separate cover upon determination of eligibility. If you are required to drive a lesser amount of business miles, you may be reimbursed at the approved prevailing IRS rate, currently \$0.585 per mile.

Acceptance of this offer of employment with Waste Management does not constitute a "contract" of employment for a definite period of time. Your employment with Waste Management is pursuant to the employment-at-will-doctrine. As such, your employment may be terminated by the Company at any time with or without cause, and you may resign at any time.

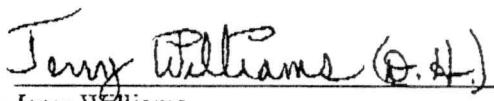
To be a world-class organization, it is our philosophy at Waste Management that we must have a solid foundation on which to build. One of the most important parts of that foundation is the talent of our employees, and it is our goal to provide an environment of mutual trust and respect that will enable the continued growth and success of each and every member of the Waste Management team. With your professional capabilities and accomplishments, we believe you will be a great asset to Waste Management.

This offer is contingent upon successful completion of a background check and drug test. The necessary forms are attached and must immediately be returned in the enclosed envelope.

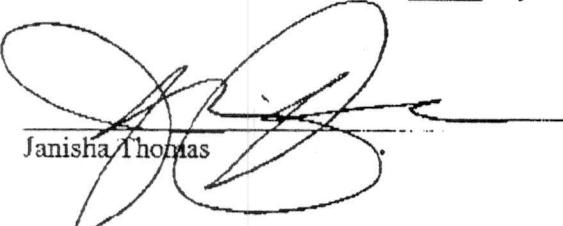
We look forward to having you join the Waste Management team. Please acknowledge your acceptance of this offer, and the terms and conditions of your employment, by signing and returning the enclosed copy of this letter.

If you have any questions, please contact me at 215-269-2161.

Sincerely,


Jerry Williams
Vice President, Human Resources

AGREED and ACCEPTED this 25 day of Aug, 2008


Janisha Thomas